

Bellingham Boyle, Esquire,

Appellant.

Eyre Evans, Esq; Charles Lord Archbishop of } Respondents.
Dublin, and Mary Forster,

The CASE of the Respondents Eyre Evans, Esq;
and Mary Forster.

THE Archbishops of Dublin are Lords of the Manor of Portrane, in that Part of the County of Dublin which is called Fingall, in which Manor are several Freehold and Copyhold Estates holden of that Archiepiscopal See at very small Rents and Fines, and which are presumed to have been originally granted by some of the antient Archbishops; besides these Grants of the Freehold and Inheritance, the Archbishops, with Consent of their Chapters, frequently lett long Leases, both in Possession and Reversion, of the Manor, and of all the Lands of which the Freehold and Inheritance was in the See, together with the Chief Rents, Fines, and other Emoluments, of the Manor, to different Persons, from time to time, at a certain Rent.

Hugh Curwin, Archbishop of Dublin, with the Consent of the Chapters of the Cathedral Churches of the Holy Trinity and of St. Patrick, of Dublin, by Indenture of Lease, dated the 20th of November 1557, demised to Thomas Plunket, his Executors and Administrators, the said Manor and Lordship of Portrane, by the Description following, viz. The MANOR or Lordship of Portrane, otherwise Portraghin, with the Appurtenances, in the County of Dublin, and all the Messuages, ARABLE Land, Moors, Meadows, Pastures, Waters, Firs, Conyearths or Conygeaths, Fishings, chief Rents, and all other Hereditaments, whatsoever they be, with their Appurtenances, in the Town and Fields of Portrane aforesaid, Anglica Villa, Ballycamon, Ballyusk, Beverstone, Ballymonston, and Balliallias, within the said County (all Heriots as they should chance, Felons Goods, Wrecks, Fairs, Waifs, and Fines for Affrays, Batteries, and Bloodshed, rising and growing within the Premises, always excepted) for the Term of 61 Years from the Feast of Easter then next ensuing, at the Rent of 20 l. 16 s. 10 d. and 3 s. 2 d. Duty, of lawful Money of Ireland.

Under this Lease Thomas Plunket entered on the Premises on the next Easter Day which happened on the 10th of April 1558. The same Archbishop, by Indenture of Lease, dated the 15th Day of May 1565, demised the same Premises, with the like Consent, to James Plunket, for a Term of 61 Years, to commence from the Determination of the preceding Lease.

Adam Loftus was translated to the Archiepiscopal See of Dublin in the Year 1567, who, finding that the See received but little Advantage from an Estate called The Farm of St. Sepulchre's, belonging to the said See, by reason of the constant Waste and Depredations committed by the poor Carriers of Fuel to Dublin, made a Lease thereof to Richard Belling, Gentleman, for a Term of Years, at the Rent of 18 Marks; and by Indenture bearing Date the 12th Day of August 1594, he demised the said Farm of St. Sepulchre's by the Description following; viz. All the said Farm commonly called The Farm of St. Sepulchre's, taken to be Eight-score Acres, with the Appurtenances, bounding in the South on the Lands of Colcoillin, in the East to the Lands of Baggatrath, and in the West to the Lands of Thomas Court, to Thomas Belling, for a Term of 61 Years, to commence from the Determination of the said former Lease made by the same Archbishop to Richard Belling, at the Rent of 18 Marks; and by the same Indenture he demised to the said Thomas Belling all the Messuages, Lands, Tenths, Havings, Fishings, Strands, in the Town Fields and Place of Portrane, in the Parish of Portrane, in the County of Dublin, with the Rents and Reversions, Appurtenances and Appendencies, of all and singular the Premises, for the Term of 61 Years, to commence from the Determination of such Lease or Leases thereof as were formerly granted of the same by the said Archbishop, or his Predecessors, at the Rent of 21 l. Money of Ireland.

This Lease was also confirmed by the Chapters of the Cathedral Churches of the Holy Trinity and of St. Patrick's in Dublin. The Two last-mentioned Leases, by several mesne Assignments, became vested in Ralph Wallis, of Dublin, Esquire, for the Residue of the Terms then unexpired; and the Rent of Portrane was reduced from 21 l. to 15 l. 15 s. in consequence of the Reduction of Money in Ireland in the latter End of Queen Elizabeth's Reign.

At the same time that Ralph Wallis took an Assignment of these Leasehold Interests, he was seized in Fee of several Estates within the Manor of Portrane; and the Confusion and Loss of Title Deeds, occasioned by the great Disturbances and Troubles in Ireland, having rendered it extremely difficult to trace Titles minutely, it becomes necessary to rely much upon the Reputation of the Country, and Length of Possession; however, the Title of Ralph Wallis to some Part of those Lands is traced out in the following manner:

The Priores of the Monastery of the Virgin Mary of Grace Dieu, in the County of Dublin, was seized in Fee of a Castle or Manse, and several Lands, in Portrane, which, upon the Dissolution of Monasteries in the Reign of Henry VIII. were surrendered to the Crown; and, by an Inquisition then taken, it was found, that the said Priores was seized (inter alia) in Fee of the RECTORY of Portrane, appropriated to the Monastery, and One Messuage or Manse, and 18 Acres of Land, with the Appurtenances, in Portrane aforesaid, to the said Rectory belonging, which were worth 9 l. 10 s. per Annum.

Queen Elizabeth, by Lease bearing Date the 18th of February, in the Eighth Year of her Reign, demised to Francis Agard, Esquire, the Church and Rectory of Portrave, One Messuage and 18 Acres of Arable Land in Portrave aforesaid, of the Glebe Land of the said Church or Rectory, Parcel of the Possessions of the late Monastery or House of Nuns of Grace Dieu, in the said County of Dublin (the Tythe Fish, &c. only excepted), for a Term of 40 Years, at the yearly Rent of 8 l.; and, by Letters Patent, bearing Date the 28th Day of August, in the 18th Year of her Reign, she granted to the said Francis Agard the said Church and Rectory of Portrane, and all and singular the Castles, Messuages, Lands, Tenements, Gardens, Orchards, Tythes great and small, and all Oblations, Profits, and Advantages, as well Spiritual as Temporal, with all and singular Rights, Members, and Appurtenances, in the Towns, Villages, Hamlets, and Fields, of Portrane aforesaid, to the same Church or Rectory belonging, to hold to the said Agard, and his Heirs, at the yearly Rent of 8 l.

The said Rectory having descended to Thomas Ball, he, in 1649, sold the same to Ralph Wallis for 40 l. reserving to himself the Tythes, and taking upon himself to pay the Crown Rents: Upon the Death of Ralph Wallis in 1675, George Wallis his Son succeeded both to the Freehold and Leasehold Estates of his Father; and, in 1699, the said George Wallis conveyed all his Estate in Portrane to his Brother Charles Wallis.

Charles Wallis, being in Possession, did, by Deeds of Lease and Release, dated 10 and 11th of February 1709 (inter alia) mortgage the said Castle and Lands in Portrane, containing by Estimation 243 Acres, to Robert Saunderson, Esquire, for 2500 l. and in 1712 the said Robert Saunderson brought Ejectments, and was put into Possession of all the said Lands of Portrane.

Robert Saunderson died in the Year 1724; and Administration, with his Will annexed, being granted to Alexander Saunderson, Esquire, he, by Deed, dated the 5th Day of June 1725, assigned the said mortgaged Premises to William M'Causland, who became possessed thereof.

Charles Wallis dying in 1718, his Son Ralph Wallis thereupon became intitled to the Equity of Redemption; and, in 1728, for the Consideration of 395 l. paid him by the Respondent Evans, he conveyed to him the Equity of Redemption of the Estate of Portrane, which had been so mortgaged by his Father to Robert Saunderson; reserving to himself the Lands in the Queen's County, which have been comprised in the same Mortgage.

The Respondent Evans took an Assignment from William M'Causland of the Mortgage of Portrane for the Consideration of 1675 l. and, as a further Consideration, the Respondent Evans conveyed to M'Causland the Equity of Redemption of the Lands in Great Coldcot, which were comprised in the same Mortgage.

The Respondent Evans having thus acquired an absolute Estate in the Freehold Lands of Portrane, which, in the several Purchases he made both of the Equity of Redemption and the Mortgage, were represented and computed as containing 243 Acres; and being also possessed of the Lands under the Lease from the Archbishop of Dublin to Thomas Belling; he laid out large Sums of Money in building a House, and inclosing a Park, and other Parts of the Freehold Estate, with Walls of Lime and Stone, and making other lasting Improvements, and afterwards mortgaged those Lands to the Respondent Forster for 2500 l.

The Term in the Lands held by Lease to Thomas Belling being to determine in the Year 1741, the Respondent Evans applied to the then Archbishop of Dublin for a Renewal of his Lease; but the Archbishop, upon this Treaty, pretending a Right to almost all the Lands of Portrane, as belonging to the See of Dublin, and admitting but a very small Part to be Freehold, although the

1557. November 20.
Lease from Archbishop
Curwin to Thomas
Plunket.

1565. May 15.
Lease from the same
Archbishop to James
Plunket.

1594. August 12.
Lease from Archbishop
Loftus to Richard and
Thomas Belling.

1672. March 18th.
Assignment of Belling's
Lease to Ralph Wallis
Esquire.

16th Eliz. February 18.
Lease from the Queen to
Francis Agard.

18th Eliz. August 20.
Letters Patent to Francis
Agard.

1649. Conveyance from
Thomas Ball to Ralph
Wallis.

Conveyance and Assign-
ment from Geo. Wallis
to Charles Wallis.

1709. February 11.
Mortgage from Charles
Wallis to Robert Saun-
derson. 1712. Eject. Term.

Ejectment brought by
Robert Saunderson.

1724. Robert Saunderson
died, and Administration
granted to Al. Saunderson.

1725. June 5th. Assign-
ment of Mortgage by
Alexander Saunderson to
Wm. M'Causland.

1718. Charles Wallis
died intestate.

1728. July 25th.
Assignment from Ralph
Wallis to Respondent Evans.

1728. September 20th.
Assignment of Mortgage
from Wm. M'Causland
to Respondent Evans.

Respondent Evans laid
out 3000 l. in Building,
and other Improvements
on the Premises.

Mortgage by Respondent Evans to Respondent Forster for 2500 l.
1741. April 10. Lease to Belling expired.
1741. April 27. Lease from the Archbishop of Dublin to Appellant.
15 Geo. II. Easter Term. Ejectment by Appellant, and tried in 1742.

1744. November 14th. Appellant's Bill filed.

1745. May 27. Respondent Evans's Answer.

1751. July 27. Decree.

the Respondent Evans had paid so large a Sum for it, and had laid out such large Sums on the Improvement of that Part which he considered as his Estate of Inheritance, the Treaty broke off, and the Archbishop was pleased to make a Lease of the Manor and all the Lands of *Portrane*; which belonged to the Archiepiscopal See, to the Appellant, for a Term of 21 Years, at the annual Rent of 30 l.

The Respondent did not contest the Right of the Appellant to the Manor and some Lands of *Portrane*; but not admitting the Right to as much as the Appellant claimed.

The Appellant brought an Ejectment for Recovery of what he so claimed; and Issue being joined, the said Cause came on to be tried at the Bar of the Court of Common Pleas in *Michaelmas Term 1742*—But

It appearing on the Trial, that a View of the Estate was necessary, a Juror was withdrawn by Consent, a new *Habeas Corpus* was awarded, and Six of the First Twelve of the Jury attended on the Lands; but the Mearsmen, appointed on the behalf of the Appellant, not coming up to his Expectation, he thought proper not to proceed further on the Ejectment.

The Appellant exhibited his Bill in the Court of Chancery against the Respondents *Evans* and *Forster*, and against *Charles* then Lord Archbishop of *Dublin*, setting forth to the Effect herein before stated; and that the said *Mary Forster* claimed to be a Mortgagee of the said Premises under the said Respondent; but (as he alleged) with full Notice of the said Archbishop's Interest in the Premises; praying a Discovery of the Manor and Lands comprised in the Archbishop's Lease, and to be put in Possession thereof.

The Respondent, and the other Defendants, put in their Answers; and the Respondent *Evans*, by his Answer, sets out, according to his Belief, the Lands belonging to the See, and demised to the *Plunkets* and *Belling*, and the Boundaries thereof; and the Appellant having replied, Issue was joined, and Witnesses examined; and the Cause coming on before the late Lord Chancellor of *Ireland*, on the 2d, 3d, 4th, 6th, 7th, 8th, 13th, 14th, and 23d Days of *May*, and on *Saturday* the 27th Day of *July*, 1751; his Lordship was pleased to order and decree, That the Surveyor General of *Ireland* should name a Surveyor, who was, upon Oath, to trace out and ascertain the Extent and Limits of the Messuage and Mansion, and 18 Acres of Ground, with the Appurtenances, in *Portrane*, formerly belonging to the Rectory of *Portrane* aforesaid; and in case the Mears and Bounds of the said 18 Acres could not be traced out and ascertained, that then the said Surveyor should set out 18 Acres of Ground contiguous to the said Messuage or Mansion; and, on the Return, his Lordship would make further Order.

The Respondent *Evans* having, as aforesaid, purchased, for a very large Sum of Money, the Equity of Redemption and the Mortgages affecting an Estate in *Portrane*, which had been represented to him to contain 243 Acres of Freehold Lands, and which had been held as such by those under whom he derived for a great Number of Years, and which had been actually represented as such in the Mortgage Deed which had been assigned to him, he did not imagine that the Title of the Estate would have been brought in question on the Appellant's Bill, which required Possession only of the Lands held by Lease from the See of *Dublin*; and therefore he had not made the necessary Inquiries towards ascertaining his own Right to the Freehold Estate; a great Part of which he was to be deprived of by this Decree, which was principally founded on a Suggestion or Supposition that the Denomination of an Acre in the old Grants relating to Lands situated in *Fingall*, which was, on that Hearing, alleged to have been an old *English* Colony, was to be construed to mean no more than the *English* Statute Acre; but, upon Inquiry, he found that antiently the Word *Acre* was used to express various and uncertain Quantities, and was sometimes used to answer the *Latin* word *AGER*, from which it was derived; so that the 18 Acres mentioned in the old Inquisitions and Grant to *Francis Agard* might more probably mean 18 Fields; and therefore, to examine more narrowly into this Matter, he made Inquiries in the Auditor and Surveyor General's Offices, and there found several Facts on Record, which supported this Construction: He found, that although, in the Grants of Queen *Elizabeth*, a certain Number of Acres were expressed in the Grant, yet when these Lands were forfeited during the Usurpation after the Death of King *Charles* the First, they were surveyed by the Order of *Oliver Cromwell*, in the Year 1655 (which Survey is commonly called the *Down Survey*); and, on that Survey, the same Lands appear to contain much greater Numbers of Acres, either according to the Statute or Plantation Measure, than were mentioned in the several and respective Grants thereof from the Crown, and particularly the Farm and Lands of *Corbally*, situated in *Fingall* in the County of *Dublin*, which were granted to the Earl of *Ormond* and *Offory* by Queen *Elizabeth*, in the 17th Year of her Reign, are mentioned in the Entry in the said Queen's Rent Roll, in the Auditor General's Office, as containing 83 Acres, and no more; yet the same Lands in the said *Down Survey*, in the Surveyor General's Office, are mentioned to contain 550 Acres and 2 Roods; and these Lands are within a Mile of *Portrane*.

And it also appears, the Town and Lands of *Cloghran* in *Fingall*, in the County of *Dublin*, were granted by Queen *Elizabeth*, in the 12th Year of her Reign, to the said Earl of *Ormond* and *Offory*; and, by the Entry thereof in the said Queen's Rent Roll in the Auditor's Office, are there mentioned to contain 167 Acres, and no more; but the same Lands, in the said *Down Survey*, appear to contain 381 Acres 1 Rood.

And it also appears, that the Lands of *Fowkestown* in *Fingall*, in the County of *Dublin*, granted by Queen *Elizabeth* to Justice *Plunkett*, by the Entry in the Auditor's Office, do contain 19 Acres only; but, by the said *Down Survey*, they appear to contain 226 Acres 1 Rood.

These different Instances, among many others, were thought sufficient to shew that the Word *Acre*, mentioned either in Inquisitions or Grants in those Times, is not to be considered as a certain determined Measure either of the Statute or Plantation Acre; but that it was a Description of an uncertain Quantity of Lands, the Certainty whereof was to be regulated by the Denominations and the Reputation of what was usually passed therewith; and considering the great Rent of 8 l. reserved by Queen *Elizabeth* out of the Rectory and Parsonage Lands of *Portrane* by the said Lease made thereof to *Agard* (and out of which Lease several Tythes and Particulars are excepted), and even the Rent of 8 l. reserved on the Grant of the Freehold and Inheritance by the same Queen, it cannot be imagined that such Rents should be reserved out of a Quantity of 18 Acres Statute or Plantation Measure, at a time when an Acre of Statute Measure was not worth the Rent of One Shilling in any Part of the Kingdom: Moreover, when the same Lands were purchased from *Ball* by *Ralph Wallis* for 40 l. in the Year 1649, a greater Quantity than 18 Statute Acres must be presumed to have been purchased, because it cannot be imagined that any one would give so large a Sum for such a Quantity of Land in a Place which was then actually the Seat of War, at a time when Money was extremely scarce, and the Possession of Lands extremely precarious. To get a further Insight into this Affair, the Respondent inquired, as far as he was allowed, into the Records of the Archiepiscopal See. Many of these Records had been lost or mislaid in the various Commotions and Rebellions of that Country. However, the Respondent found that the Manor and Lands of *Portrane* are, and always have been, Part of the Liberty of *St. Sepulchre's*, and within the Jurisdiction of the Courts belonging thereto; which Liberty, long before the Year 1555, belonged to the See of *Dublin*: That, in those Courts, there was a Custom, from Time immemorial, for the Seneschals and Registers of the Court Leet and Court Baron of that Liberty to keep Books of Record in their Office, intituled, Court Leet Books, and Books of Freeholders for that Liberty, with regard to the several Freeholders, or Fee-farm Interests, for the Manor and Lands of *Portrane*, and all other Manors of the See; That the several Registers of the said Courts, from time to time, registered in the said Books the several Names of the FREEHOLD AND FEE-FARM HOLDERS, and of the Freehold and Fee-farm Lands which they severally held under the See within the Precincts of that Liberty. The Respondent endeavoured to inspect these Books wherein such Entries were made: He found that the Books made before the Year 1657 were lost; and that such as were made from the Year 1657 to the Year 1707 had been taken from thence by the Direction of Archbishop *King*, as appeared by a Receipt in the Hands of the Register of that Court, dated the 3d March 1711, signed by *Henry Green*, then Agent to the said Archbishop, and written at the Foot of a List of 16 Books of Freeholders of that Liberty; which Receipt had been given to *Richard Hall*, the then Register: And by that List it appears, that the First of those Books began in the Year 1657, and the Last comes down to the Year 1706; none of which were ever returned to the Office; but there still remained a Book of Freeholders commencing in the Year 1707, and another in 1714; in both of which *Charles Wallis* is mentioned as holding different Lands in *Portrane* as his Freehold.

By the said Leases from the See to the *Plunkets* and *Belling* it appears that the Chief Rents payable to the See out of all the Lands in the Manor, the Fishings, Conyearths, and other Particulars, are comprised in the Demise, and for which the Rent of 15 l. 15 s. was reserved: And it is proved in the Cause, that the Chief Rents payable to the See, and received by the Lessees, out of the Lands of *Ballishe*, *Beverstown*, *Balmanstown*, and *Ballelias*, Part of the Manor, amount yearly to 6 l. 12 s. 11 d.; but the Denominations of *Anglica Villa* and *Ballycamon*, other Parts of the Manor also comprised in the said Leases, being now unknown, and the Payment of the Chief Rents arising to the See out of the Freeholds in the Lands of *Portrane* (which by the Leet Entries appear to be Six Freeholds) being suspended by the Unity of Possession, the Amount of such Chief Rents cannot now be proved; neither is it possible to prove the Value of the Conyearths or Fishings at the time of granting the said Leases; but it is presumed that if the Chief Rents arising to the See out of the Freeholds in *Anglica Villa*, *Ballycamon*, and *Portrane*, and the Value of the Conyearths and Fishings could be made appear and ascertained, and the same were added to the 6 l. 12 s. 11 d. and the Whole deducted out of the 15 l. 15 s. the Rack-rent reserved for the Land demised would be very inconsiderable.

Respondent Evans's Cross Bill, 1752. April 24.

The Appellant's Answer filed, 1752. May 25.

To bring these Matters properly before the Court, the Respondent filed a Cross Bill, setting forth his Case to the Effect herein before mentioned, and made the Appellant, the Respondents, the Archbishop of *Dublin*, and Mrs. *Forster*, together with the Assignee of the Mortgage, and the Representatives of the others under whom he claimed, Parties to the Suit.

The Appellant put in his Answer to this Bill, insisting upon the same Matters which he had set forth in his original Bill; but believed that the Archbishops of *Dublin*, before 1555, granted several Parts of the Lands of *Portrane* to several Persons as Fee-farms, to hold to them and their Heirs—The Archbishop of *Dublin* also put in his Answer, and thereby admitted, as to the Fee-farm Holders, to the same Effect with the Appellant; and that it had been formerly the Custom for the Registers of the Court Leet and the Court Baron of the Liberty of *St. Sepulchre's* to keep such Books, and make such Entries, as mentioned in the Respondent *Evans's* Bill; but that such Custom had been disused for some time past. He admitted the Two Books mentioned in the Bill to be still remaining in the Offices: He likewise admitted the Removal of the Books by the Direction of Archbishop *King*.

The

1753. June 9. Decree.

The other Defendants put in their Answers, and the Respondent *Evans* replied, and several Witnesses were examined on his Part, and he having before obtained an Order for re-hearing the original Cause, both Causes came on to be heard before the late Lord Chancellor of *Ireland* on the 5th Day of *March* 1753, and several subsequent Days, when the Appellant's Counsel consented to the reading of the Depositions taken on the Part of the Respondent *Evans* in his Cross Bill; and, on the 9th Day of *June* 1753, on such Re-hearing of the said original Cause, and Hearing of the Cross Cause, his Lordship did decree and order, that the former Decree should be set aside; and that a Trial should be had upon the following Issues by a Jury of the proper County in which the Respondent *Evans* was to be Plaintiff; viz.

First Issue.

What Number of Acres the Castle, with its Appurtenances, and the Parsonage Lands of *Portrane*, contained, and how the same were meared and bounded?

Second Issue.

Whether the said Respondent *Evans* was seised or possessed of any, and what, Freehold or Lands in Fee-farm within the Manor of *Portrane*? and if seised or possessed of any, what Number of Acres they respectively contained, and how the same were respectively meared and bounded? And that the Jury should have a View; and, upon the Return, further Order should be made.

The Parties proceeded to a Trial upon these Issues in *Trinity* Term 1754; which Trial continued above Nine Hours; but One of the Jurors falling sick, a Juror was withdrawn, and the Appellant soon afterwards applied to the late Lord Chancellor of *Ireland* to have the said Causes re-heard; which was accordingly done in *Easter* Term 1756; but the said Lord Chancellor dying, without having pronounced a Decree, the Appellant applied to the present Lord Chancellor to have the Causes re-heard.

1757. May 23d. Decree.

The Causes were accordingly re-heard on the 2d, 3d, 6th, 9th, and 23d Days of *May* 1757, when his Lordship was pleased to affirm the Decree of the 9th *June* 1753, with Costs.

The Appellant has preferred his Petition of Appeal to your Lordships, thereby praying that the Decrees of the 9th of *June* 1753 and the 23d *May* 1757 may be reversed, and that the Decree of the 27th of *July* 1751 may be affirmed, and the Respondent's Cross Bill dismissed with Costs.

The Respondents are advised, that the Decrees complained of by the Appeal are just, and humbly pray the same may be affirmed, for the following, among other;

R E A S O N S :

- I. Because by the several Facts set forth in the Respondents Cross Bill, and fully proved in the Cause, it was evident, that those under whom the Respondent *Evans* derives, and whose whole Interest he had purchased, had been actually seised of Freehold Lands held under the See of *Dublin*, as well as of the Lands granted by Queen *Elizabeth*, and consequently the Decree of the 27th *July* 1751 was properly set aside.
- II. Because, from the Grants made by Queen *Elizabeth* to other Persons, of Lands in *Fingall*, in the Neighbourhood of *Portrane*, about the same time that the Rectory and Lands of *Portrane* were granted to *Agard*, it appears, that the mentioning any Number of Acres in these Grants was rather a Description of Lands by a reputed Name, or of so many several distinct Parcels of Land of uncertain Extent and Dimensions, than a certain limited and exact Measure of Land; it was therefore extremely severe, by the Decree of 27th of *July* 1751, to confine the Interest of the Respondent in those Lands to the narrow Compass of 18 Acres Statute or Plantation Measure; and such a Construction on Grants of the Crown in *Ireland* would create great Confusion, and disturb and unsettle the Property of almost all the People in that Kingdom.
- III. Because the annual Value of 9*l.* 4*s.* found by the Inquisition in the 32d *Henry* VI. on the Mansion and 18 Acres of Land in *Portrane*, plainly shews that neither Statute nor Plantation Measure was thereby intended, as it cannot be conceived that Lands in *Ireland* at that time could be worth 18*s.* an Acre; whereas it is notorious, that above 100 Years after that time Lands in *Ireland* were actually let for less than 12 Pence.
- IV. As the Title Deeds belonging to the Archbishopric See, as well as those which belonged to private Persons, had been lost or destroyed during the many Disturbances and Wars in that Country, it became necessary, in order to ascertain Rights, to rely much on the antient and constant Reputation in the Country, and on long and uninterrupted Possession, of which a Jury of the Neighbourhood were the most natural and proper Judges; it was therefore proper to direct the Issues to be tried as the Court of Chancery of *Ireland* has done by the said Decree of the 9th *June* 1753; and the more so, as an Attempt is made to deprive a fair Purchaser, for a valuable Consideration, of an Estate of Inheritance which he had purchased for a fair and full Price, and improved at a very great Expence.

Obj. It is objected by the Appellant, That the Boundaries have been removed or lost through the Misconduct of the Lessees under whom the Respondent derives, and that they are therefore to be considered as Spoliators, against whom every thing is to be presumed; and that the Decree of 27th *July* 1751, which limited his Interest to 18 Acres, is right.

Ans. I. But in Answer to such Objection, Presumptions are not to operate against undeniable Facts; and it doth not appear that Boundaries ever subsisted, in regard that it is a Fact well known, that, at the time of granting the said Leases, there were no Boundaries to Lands in *Ireland* (except near great Cities), they being held in common; and that there were no Boundaries at that time to the Lands of *Portrane*, strongly appears by the last Lease to *Thomas Belling*, wherein the Lands of *Portrane* are described in the same uncertain manner as in the former Leases; yet the Farm of *St. Sepulchre's*, (which joins to the City of *Dublin*, and is demised by the same Lease to *Belling*) is described therein by Metes and Bounds, and the Number of Acres therein set forth, from whence it may be naturally inferred, that, if it was possible to have described the Lands of *Portrane* by Metes and Bounds at the time of making the said last Lease, it was (in order to preserve the Interest of the See from Confusion or Uncertainty) more necessary to have done so with respect to those Lands than with respect to *Saint Sepulchre's*, because upwards of One hundred and Sixty Years of the Terms granted by the said Leases were to run from 1594, the Date of the said last Lease; and this shews that the Uncertainty now complained of was occasioned by the Laches of the Archbishops themselves, who, before the Disabling Statute, could bind the See; and that the *Wallis's*, under whom the Respondent derives, held Freehold Lands from the See of *Dublin* in *Portrane*, which must be different from the Lands held from the Crown, is a Fact plainly proved by the Records of the See; the Want of Boundaries is not in any respect owing to the Respondent, or to those under whom he derives; and, besides the Neglect of the Archbishops themselves, this Estate was for some time in the Hands of the usurping Powers in the Time of *Gronowell*, and those Powers were very solicitous to destroy all Marks and Footsteps of Episcopal Property.

Ans. II. The Respondent is a Purchaser for a valuable Consideration, innocent of any Design, or even of any Misconduct, in the Affair; and he had no reason to doubt that the Archbishops, or their Agents, should have any Difficulty to ascertain their Boundaries.

Ans. III. If Presumptions are to take place, it is not to be presumed that the Interest of the See of *Dublin* in *Portrane* is very considerable, as the late Archbishop has granted, and the Appellant has accepted, a Lease thereof for 30*l.* a Year, which Lease might be avoided by the Successor by the 10th and 11th *Charles* I. Chap. 3. if the Whole was valued by a Jury at above Threescore Pounds *per Annum*, and yet what the Appellant aims at, and insists to be intitled to under the said Lease, is worth above 300*l.* *per Annum*.

The Respondents therefore humbly hope the several Decrees complained of shall be Affirmed, and the Appeal Dismissed with Costs.

C. PRATT.
THO. SEWELL.

Chancery of Ireland.

Bellingham Boyle, Esq; - Appellant.

Eyre Evans, Esq; and Others, Respondents.

*The CASE of the Respondents
Evans and Forfter.*

*To be Heard at the Bar of the House of Lords, on
Monday the 30th Day of April 1759.*

